



Reg No: 2010/110422/23
KINGS MULTI SOLUTIONS CC

Head Office : Thesen Island, Offices in Knysna, George, Mossel Bay, Cape Town,
Bloemfontein, Durban, Pretoria and Johannesburg

CONTRACTOR REGISTRATION APPLICATION

BUSINESS NAME:	_____
BUSINESS OWNER:	_____
ADDRESS:	_____
CITY:	_____
STATE:	_____
ZIP:	_____
BUSINESS PHONE:	_____
FAX:	_____
EMAIL:	_____
ASSOCIATED TRADE:	_____

REGISTRATION FEES: CHECK APPLICABLE BOX

GENERAL CONTRACTOR

<input type="checkbox"/>	R 1999.00 p/m - 6 MONTHS
<input type="checkbox"/>	R 1449.00 p/m - 1 YEAR

ADDITIONAL TRADE (IF ASSOCIATED TRADE IS MORE THAN ONE)

<input type="checkbox"/>	R 1299 p/m - EXTRA TRADE
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REQUIRED SUBMITTALS:

CONTRACTORS LICENCE

By signing this application, the applicant acknowledges that he/she has completed this application; agrees it is true; is familiar with all applicable Kings Multi Solutions Ordinances, Codes and Regulations; and, agrees to fully comply with same. The applicant also agrees to maintain any required license and effect until all of the contractor's work authorized under a building permit has been completed, inspected and approved by the Client.

CONTRACTOR: _____

SIGNATURE: _____

DATE: _____

Kings Multi Solutions

This User Agreement for Kings Multi Solutions Contractor Operators, together with all the policies and additional terms posted in Kings Multi Solutions (collectively, this “Agreement”), sets out the terms and conditions by which Kings Multi Solutions, and its affiliates (“KMS,” “we,” “us,” or “our”) offer the services available through Kings Multi Solutions (our “Services”) to contractor-operator subscribers (“Contractor-Operators”). Except as otherwise provided in Section 16 below, if you are accessing Kings Multi Solutions or using our Services through a Contractor-Operator’s Kings Multi Solutions account (“Your Company”), then this Agreement is binding on you and Your Company. By using our Services you are agreeing to the terms of this Agreement, promising you have the authority to accept this Agreement on behalf of Your Company, and acknowledging that Your Company agrees to the terms of this Agreement, so please read this Agreement carefully.

Section 1. About Kings Multi Solutions and Contractor-Operators.

We own and operate an online contractor platform called Kings Multi Solutions. Through Kings Multi Solutions, we allow customers to access your Company’s advertised range of services with a view to using your services.

As a Contractor-Operator, Your Company will have access to many tools in Kings Multi Solutions available to Hiring Clients, but Your Company will only be able to access information of or relating to those Kings Multi Solutions customers that expressly authorize Your Company to have access to their information.

Section 2. Kings Multi Solutions Fees.

The fees we charge Contractor Operators are:

R1,400.00 annual subscription fee (the “Annual Fee”) and:
R500.00, a one-time account set-up fee (the “Set-Up Fee”).

Section 3. Kings Multi Solutions Subscription Terms; Termination.

The term of each Kings Multi Solutions subscription is one year. If Your Company is a first-time Kings Multi Solutions subscriber, Your Company will activate its subscription by paying the initial Set-Up Fee and the Annual Fee for the first subscription year, and Your Company’s Kings Multi Solutions subscription will begin on the day we receive payment (the “Activation Date”). Your Company may renew its Kings Multi Solutions subscription for additional one-year terms by paying the then-current Annual Fee on or before the anniversary of the Activation Date.

Your Company may cancel its Kings Multi Solutions subscription at any time by notifying us in writing. However, please note the Set-Up Fee and any Annual Fees paid prior to cancellation will not be refunded.

Section 4. User Access and Identity.

You as Contractor are responsible for all activity that happens on or through Your Company’s Kings Multi Solutions account. As between Your Company and KINGS MULTI SOLUTIONS, Your Company is solely responsible for all activity conducted through Your Company’s Kings Multi Solutions account. Your Company is responsible for any violation of this Agreement by anyone who accesses Your Company’s Kings Multi Solutions account.

Section 5. Your Company’s Responsibilities.

We are committed to helping you and Your Company use Kings Multi Solutions as part of Your Company's advertising and marketing process, but Your Company alone has the ultimate responsibility for determining which customers to quote and/or supply and/or contract with and for you and/or your staff's conduct with any customers making use of services by Your Company.

Our Services depend on you and Your Company providing us with complete, accurate, and up-to-date information and working with us to make your Kings Multi Solutions experience successful. For example, we need your help getting Your Company's correct information subscribed to Kings Multi Solutions. In order for the KINGS MULTI SOLUTIONS team to perform our Services for you and Your Company, Your Company must designate a specific person who will (i) assist the KINGS MULTI SOLUTIONS team in developing your enrolment with us, and (ii) coordinate with the KINGS MULTI SOLUTIONS team in providing requested information to set up Your Company's account.

Section 6. Kings Multi Solutions Content.

Through Kings Multi Solutions, you and Your Company will have access to information uploaded or entered into Kings Multi Solutions by Kings Multi Solutions Contractors, Kings Multi Solutions Data Providers, third-party data sources, customers and, in certain instances, by KINGS MULTI SOLUTIONS (collectively, "Kings Multi Solutions Content"). Using our Services does not give you or Your Company ownership of any intellectual property rights in Kings Multi Solutions Content. Kings Multi Solutions Content is the sole responsibility of the entity that makes it available in Kings Multi Solutions, and you and Your Company acknowledge and agree that KINGS MULTI SOLUTIONS is not liable for any inaccurate Kings Multi Solutions Content submitted by third parties or any inaccuracies in reports or records generated through Kings Multi Solutions resulting from inaccurate data provided to KINGS MULTI SOLUTIONS by third parties. Kings Multi Solutions Content is made available to you and Your Company solely for marketing and sales purposes, and, without KINGS MULTI SOLUTIONS's written permission and, if applicable, the permission of any other applicable parties, neither you nor any User may copy, reproduce, alter, modify, create derivative works of, disclose outside of Your Company's organization, or otherwise use any Kings Multi Solutions Content.

Section 7. Your Content.

Our Services allow you and Your Company to upload, submit, store, or send content ("Your Content") through Kings Multi Solutions. Your Company retains ownership of any intellectual property rights that it holds in Your Content. While KINGS MULTI SOLUTIONS does not own Your Content, by uploading, submitting, or entering Your Content into Kings Multi Solutions Your Company is giving KINGS MULTI SOLUTIONS a limited worldwide license to use, host, store, reproduce, translate, communicate, and distribute Your Content as necessary for us to operate our Services and provide our Services to you and Your Company. Your Company is responsible for ensuring it has the necessary rights to grant us this license.

Your Company is solely responsible for the information shared through Your Company's Kings Multi Solutions account. Do not provide us or enter into Kings Multi Solutions any inaccurate, invalid or incomplete information or information Your Company does not have permission to provide to us.

Section 8. Confidentiality.

Except for the use and disclosure of Your Content in accordance with our privacy policies and this Agreement, we will not share any of the information Your Company provides to us with any third parties other than as required by law or with the consent of Your Company.

Section 9. KINGS MULTI SOLUTIONS Property Rights.

Using our Services does not give you or Your Company ownership of any intellectual property rights in our Services or Kings Multi Solutions. KINGS MULTI SOLUTIONS owns all rights to Kings Multi Solutions and its modules (including all modifications, revisions and derivative works, and all programs, enhancements, design concepts and other documentation, developed for or relating to Kings Multi Solutions), all tables (including the structure and fields) and forms developed for such modules, our Services, and KINGS MULTI SOLUTIONS's trademarks, service marks and logos. KINGS MULTI SOLUTIONS's trademarks, service marks, and logos are protected by law in South Africa and throughout the world, and may not be copied or imitated.

You may not copy, modify, distribute, sell, or lease any part of our Services or any software we use in providing our Services, nor may you reverse engineer any of our Services or attempt to extract the source code of any software we use in providing our Services.

Section 10. Warranty Limitation.

We provide our Services using a commercially reasonable level of skill and care and we hope you will find them helpful for managing Your Company's customers. However, there are certain promises we do not make about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THIS AGREEMENT, KINGS MULTI SOLUTIONS DOES NOT MAKE ANY SPECIFIC PROMISES OR COMMITMENTS ABOUT OUR SERVICES, THE CONTENT WITHIN OUR SERVICES, THE SPECIFIC FUNCTIONS OF OUR SERVICES OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR COMPANY'S NEEDS. WE PROVIDE OUR SERVICES "AS IS." SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Section 11. Liability Limitation.

WHEN PERMITTED BY LAW, KINGS MULTI SOLUTIONS WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES RELATED TO THE USE OF OUR SERVICES.

TO THE EXTENT PERMITTED BY LAW, KINGS MULTI SOLUTIONS'S TOTAL LIABILITY FOR ANY CLAIMS UNDER THIS AGREEMENT OR RELATING TO THIS AGREEMENT AND OUR SERVICES, INCLUDING FOR BREACH OF THIS AGREEMENT OR ANY WARRANTY CLAIMS, IS LIMITED TO THE AMOUNT YOUR COMPANY PAID US TO USE OUR SERVICES. IN ALL CASES, KINGS MULTI SOLUTIONS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Section 12. Indemnification.

Your Company agrees to indemnify and hold harmless KINGS MULTI SOLUTIONS and its affiliates, officers, agents, and employees from any claim, suit, action, costs, and damages (including reasonable attorney's fees) arising from or related to the use of our Services or violation of this Agreement by Your Company or anyone accessing our Services through Your Company's Kings Multi Solutions account.

Section 13. Entire Agreement.

Unless Your Company and KINGS MULTI SOLUTIONS have entered into a written, signed agreement that specifically addresses Your Company's use of Kings Multi Solutions, this Agreement governs your and Your Company's use of our Services, contains the entire understanding about the matters

addressed in this Agreement, and supersedes any prior terms and conditions regarding the matters addressed in this Agreement.

Section 14. Governing Law and Venue for any Disputes.

The laws of South Africa will govern this Agreement and the resolution of any disputes related to this Agreement; however, you and Your Company are responsible for compliance with the laws of any country from which you or Your Company access our Services. All claims arising out of or relating to this Agreement or our Services will be resolved exclusively in the Magisterial Courts of South Africa and Your Company and KINGS MULTI SOLUTIONS consent to personal jurisdiction in those courts.

Section 15. Changes to this Agreement.

We reserve the right to amend this Agreement from time to time to account for new laws and technologies and changes to our Services, and for other purposes.